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**State:** District of Columbia **Filing Company:** Allied World Insurance Company  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability  
**Product Name:** Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy  
**Project Name/Number:** Introduction of New Additional Endorsements (05/2018)/

## Filing at a Glance

Company: Allied World Insurance Company  
Product Name: Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy  
State: District of Columbia  
TOI: 17.0 Other Liability-Occ/Claims Made  
Sub-TOI: 17.0006 Directors & Officers Liability  
Filing Type: Form  
Date Submitted: 05/02/2018  
SERFF Tr Num: DRWN-131484560  
SERFF Status: Closed-APPROVED  
State Tr Num:  
State Status:  
Co Tr Num: AWIC-18-DIC-02  
Effective Date: On Approval  
Requested (New):  
Effective Date: On Approval  
Requested (Renewal):  
Author(s): Joseph Russo  
Reviewer(s): Carmen Belen (primary)  
Disposition Date: 05/09/2018  
Disposition Status: APPROVED  
Effective Date (New): 05/09/2018  
Effective Date (Renewal): 05/09/2018

**State:** District of Columbia **Filing Company:** Allied World Insurance Company  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability  
**Product Name:** Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy  
**Project Name/Number:** Introduction of New Additional Endorsements (05/2018)/

## General Information

Project Name: Introduction of New Additional Endorsements (05/2018) Status of Filing in Domicile: Pending  
Project Number: Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 05/09/2018  
State Status Changed: Deemer Date:  
Created By: Joseph Russo Submitted By: Joseph Russo  
Corresponding Filing Tracking Number:

### Filing Description:

Allied World Insurance Company (the "Company") currently has on file with your Department its Executive ForceField Side "A" Directors & Officers Excess and Lead Difference-In-Conditions ("DIC") Insurance Policy and associated endorsements. At this time, the Company is introducing new endorsements for use with this product.

## Company and Contact

### Filing Contact Information

Joe Russo, Assistant Vice President - joseph.russo@awac.com  
Compliance  
199 Water Street, 24th Floor 646-794-0572 [Phone]  
New York, NY 10038 646-794-0610 [FAX]

### Filing Company Information

Allied World Insurance Company	CoCode: 22730	State of Domicile: New
199 Water Street	Group Code: 158	Hampshire
24th Floor	Group Name:	Company Type:
New York, NY 10038	FEIN Number: 06-1182357	State ID Number:
(646) 794-0500 ext. [Phone]		

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

State:	District of Columbia	Filing Company:	Allied World Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability		
Product Name:	Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy		
Project Name/Number:	Introduction of New Additional Endorsements (05/2018)/		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Carmen Belen	05/09/2018	05/09/2018

**State:** District of Columbia  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability  
**Product Name:** Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy  
**Project Name/Number:** Introduction of New Additional Endorsements (05/2018)/

## Disposition

Disposition Date: 05/09/2018

Effective Date (New): 05/09/2018

Effective Date (Renewal): 05/09/2018

Status: APPROVED

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Readability Certificate	APPROVED	Yes
Supporting Document	Consulting Authorization	APPROVED	Yes
Supporting Document	Copy of Trust Agreement	APPROVED	Yes
Supporting Document	Expedited SERFF Filing Transmittal Form	APPROVED	Yes
Form	AMEND ADVANCEMENT OF COSTS (ADVANCE DEFENSE COSTS WITHIN SPECIFIED TIME)	APPROVED	Yes
Form	AMEND BROADER TERMS OF PRIOR DIC POLICY (APPLIES TO ANY PRIOR POLICY)	APPROVED	Yes
Form	AMEND DEFINITION OF PRE-CLAIM INQUIRY COSTS (ADD LIBERTY PROTECTION COSTS)	APPROVED	Yes
Form	AMEND DEFINITION OF CLAIM (REMOVE "FORMAL"; ADD SUBPOENA)	APPROVED	Yes
Form	AMEND DEFINITION OF EXTRADITION (REMOVE "WRONGFUL ACT")	APPROVED	Yes
Form	AMEND DEFINITION OF INSURED PERSON	APPROVED	Yes
Form	AMEND DEFINITION OF LIBERTY PROTECTION COSTS (ADD "BY OR ON BEHALF OF LANGUAGE)	APPROVED	Yes
Form	AMEND DEFINITION OF REPUTATION COSTS (ADD "BY OR ON BEHALF OF " LANGUAGE)	APPROVED	Yes
Form	AMEND DEFINITION OF SUBSIDIARY (ADD "FOUNDATION, CHARITABLE TRUST OR PAC")	APPROVED	Yes
Form	AMEND LIMIT OF LIABILITY (REINSTATED LIMITS EXCESS EXCEPT INDEPENDENT DIRECTORS' LIABILITY POLICY)	APPROVED	Yes
Form	AMEND NOTICE PROVISIONS (REMOVE GENERAL COUNSEL; ADD PRE-CLAIM INQUIRY; ADD	APPROVED	Yes

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Allied World Insurance Company
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability		
<b>Product Name:</b>	Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy		
<b>Project Name/Number:</b>	Introduction of New Additional Endorsements (05/2018)/		

Schedule	Schedule Item	Schedule Item Status	Public Access
	"AVAILABLE PARTICULARS")		
Form	AMEND PREAMBLE	APPROVED	Yes
Form	AMEND SUBROGATION CLAUSE (ADD "FINAL, NON-APPEALABLE ADJUDICATION")	APPROVED	Yes
Form	EMERGENCY COSTS EXTENSION	APPROVED	Yes
Form	EMERGENCY COSTS EXTENSION (WITH SUBLIMIT OF LIABILITY)	APPROVED	Yes
Form	PENDING OR PRIOR LITIGATION EXCLUSION (LITIGATION OR PROCEEDINGS INVOLVING INSURED PERSONS; MULTIPLE DATES)	APPROVED	Yes

**State:** District of Columbia  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability  
**Product Name:** Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy  
**Project Name/Number:** Introduction of New Additional Endorsements (05/2018)/

**Filing Company:**

Allied World Insurance Company

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 05/09/2018	AMEND ADVANCEMENT OF COSTS (ADVANCE DEFENSE COSTS WITHIN SPECIFIED TIME)	DO 00711 00	04/18	END	New		0.000	DO 00711 00 (04-18) - Amend Advancement of Defense Costs (Specified Time) (FILL IN).pdf
2	APPROVED 05/09/2018	AMEND BROADER TERMS OF PRIOR DIC POLICY (APPLIES TO ANY PRIOR POLICY)	DO 00712 00	04/18	END	New		0.000	DO 00712 00 (04-18) - Amend Broader Terms of Prior DIC Policy (Applies to any Prior Policy).pdf
3	APPROVED 05/09/2018	AMEND DEFINITION OF PRE-CLAIM INQUIRY COSTS (ADD LIBERTY PROTECTION COSTS)	DO 00713 00	04/18	END	New		0.000	DO 00713 00 (04-18) - Amend Definition of PreClaim Inquiry Costs (Add Liberty Protection Costs).pdf
4	APPROVED 05/09/2018	AMEND DEFINITION OF CLAIM (REMOVE "FORMAL"; ADD SUBPOENA)	DO 00714 00	04/18	END	New		0.000	DO 00714 00 (04-18) - Amend Definition of Claim (Remove Formal_Add Subpoena).pdf
5	APPROVED 05/09/2018	AMEND DEFINITION OF EXTRADITION (REMOVE "WRONGFUL ACT")	DO 00715 00	04/18	END	New		0.000	DO 00715 00 (04-18) - Amend Definition of Extradition (Remove Wrongful Act).pdf
6	APPROVED 05/09/2018	AMEND DEFINITION OF INSURED PERSON	DO 00716 00	04/18	END	New		0.000	DO 00716 00 (04-18) - Amend Definition of Insured Person (Delete Employee).pdf

SERFF Tracking #:

DRWN-131484560

State Tracking #:

Company Tracking #:

AWIC-18-DIC-02

State: District of Columbia

Filing Company:

Allied World Insurance Company

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0006 Directors &amp; Officers Liability

Product Name: Executive Forcefield - Side 'A' Directors &amp; Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy

Project Name/Number: Introduction of New Additional Endorsements (05/2018)/

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
7	APPROVED 05/09/2018	AMDEND DEFINITION OF LIBERTY PROTECTION COSTS (ADD "BY OR ON BEHALF OF LANGUAGE)	DO 00718 00	04/18	END	New		0.000	DO 00718 00 (04-18) - Amend Definition of Liberty Protection Costs (Add By Or On Behalf Of).pdf
8	APPROVED 05/09/2018	AMEND DEFINITION OF REPUTATION COSTS (ADD "BY OR ON BEHALF OF " LANGUAGE)	DO 00719 00	04/18	END	New		0.000	DO 00719 00 (04-18) - Amend Definition of Reputation Costs (Add By Or On Behalf Of).pdf
9	APPROVED 05/09/2018	AMEND DEFINITION OF SUBSIDIARY (ADD "FOUNDATION, CHARITABLE TRUST OR PAC")	DO 00720 00	04/18	END	New		0.000	DO 00720 00 (04-18) - Amend Definition of Subsidiary (Add Foundation Charitable Trust or PAC).pdf
10	APPROVED 05/09/2018	AMEND LIMIT OF LIABILITY (REINSTATED LIMITS EXCESS EXCEPT INDEPENDENT DIRECTORS' LIABILITY POLICY)	DO 00721 00	04/18	END	New		0.000	DO 00721 00 (04-18) - Amend Limit of Liability.pdf
11	APPROVED 05/09/2018	AMEND NOTICE PROVISIONS (REMOVE GENERAL COUNSEL; ADD PRE-CLAIM INQUIRY; ADD "AVAILABLE PARTICULARS")	DO 00722 00	04/18	END	New		0.000	DO 00722 00 (04-18) - Amend Notice Provisions.pdf
12	APPROVED 05/09/2018	AMEND PREAMBLE	DO 00723 00	04/18	END	New		0.000	DO 00723 00 (04-18) - Amend Preamble (FILL IN).pdf

**State:** District of Columbia**Filing Company:**

Allied World Insurance Company

**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability**Product Name:** Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy**Project Name/Number:** Introduction of New Additional Endorsements (05/2018)/

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
13	APPROVED 05/09/2018	AMEND SUBROGATION CLAUSE (ADD "FINAL, NON-APPEALABLE ADJUDICATION")	DO 00724 00	04/18	END	New		0.000	DO 00724 00 (04-18) - Amend Subrogation Clause (Add Final Non Appealable Adjudication).pdf
14	APPROVED 05/09/2018	EMERGENCY COSTS EXTENSION	DO 00725 00	04/18	END	New		0.000	DO 00725 00 (04-18) - Emergency Costs Extension.pdf
15	APPROVED 05/09/2018	EMERGENCY COSTS EXTENSION (WITH SUBLIMIT OF LIABILITY)	DO 00726 00	04/18	END	New		0.000	DO 00726 00 (04-18) - Emergency Costs Extension (with Sublimit)(FILL IN).pdf
16	APPROVED 05/09/2018	PENDING OR PRIOR LITIGATION EXCLUSION (LITIGATION OR PROCEEDINGS INVOLVING INSURED PERSONS; MULTIPLE DATES)	DO 00727 00	04/18	END	New		0.000	DO 00727 00 (04-18) - Pend or Prior Lit Excn .pdf

**Form Type Legend:**

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other



Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**AMEND ADVANCEMENT OF COSTS  
(Advance Defense Costs Within Specified Time)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS  
EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 9., ADVANCEMENT OF COSTS, is deleted in its entirety and  
replaced with the following:

**9. ADVANCEMENT OF COSTS**

In the event the **Company** fails or refuses or is financially unable to advance **Defense Costs** or **Pre-Claim Inquiry Costs**, then upon the **Insured Person's** request and if proper documentation accompanies this request, the **Insurer** shall make advance payments for: (i) **Defense Costs** prior to the final disposition of a **Claim**; and (ii) **Pre-Claim Inquiry Costs** prior to the conclusion of a **Pre-Claim Inquiry**. Such payments shall be made on a current basis, but no later than <INSERT NUMBER> days after the **Insurer** receives the **Insured Person's** request for payment. In the event of any such payments by the **Insurer**, the **Insured Persons** shall repay all such amounts to the **Insurer**, severally according to their respective interests, in the event and to the extent it is ultimately determined that the **Insured Persons** are not entitled under the terms and conditions of this Policy to such payments.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**AMEND BROADER TERMS OF PRIOR DIC POLICY**  
**(Applies to Any Prior Policy)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 22., BROADER TERMS OF PRIOR DIC POLICY, is deleted in its entirety and replaced with the following:

**22. BROADER TERMS OF PRIOR DIC POLICY**

The **Insurer** shall pay **Non-Indemnified Loss** on behalf of any **Insured Person** in accordance with the terms and conditions of this Policy or the **Prior DIC Policy**, whichever would provide the greatest recovery to such **Insured Person**; provided, however that (i) any specific endorsements to this Policy shall continue to apply; (ii) the provisions of this paragraph shall not increase the **Insurer's** Limit of Liability of this Policy; and (iii) any provisions within the **Prior DIC Policy** as respects when any **Claim** is either made and/or reported shall not apply.

It is further understood and agreed that, solely as respects this Endorsement, **Prior DIC Policy** means the prior Side A Excess and Lead Difference-In-Conditions (DIC) Insurance Policy, issued to the **Company**, of which this Policy is a direct renewal or replacement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF PRE-CLAIM INQUIRY COSTS**  
**(Add Liberty Protection Costs)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4., Definition (y) , **"Pre-Claim Inquiry Costs"**, is deleted in its entirety and replaced with the following:

- (y) **"Pre-Claim Inquiry Costs"** means the reasonable fees, costs, charges and expenses consented to by the **Insurer** (such consent not to be unreasonably withheld or delayed) and incurred by an **Insured Person**:
  - (i) in connection with preparing for and responding to a **Pre-Claim Inquiry** directed to such **Insured Person**, including the cost incurred by such **Insured Person** in attending an interview or meeting or in producing documents in his or her possession; and
  - (ii) **Liberty Protection Costs**.

**"Pre-Claim Inquiry Costs"** does not include:

- (a) any compensation of any **Insured Person**; or
- (b) the costs of complying with any formal or informal discovery or other request for documents, records or electronic information in the possession or control of a **Company**, the requesting party or any other third-party.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF CLAIM**  
**(Remove 'formal'; Add Subpoena)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4., Definition ( b), "**Claim**", is deleted in its entirety and replaced with the following:

- (b) "**Claim**" means any:
- (i) written demand against an **Insured Person** for monetary, non-monetary, injunctive or equitable relief;
  - (ii) judicial, civil, administrative, regulatory, supervisory, or disciplinary proceeding against any **Insured Person**, including any third party proceeding, counterclaim or employment tribunal proceeding, or any appeal therefrom;
  - (iii) criminal proceeding against any **Insured Person**, including any formal application to a court to prevent the commencement of a criminal proceeding against any such **Insured Person** or any appeal of such proceeding;
  - (iv) civil, criminal, administrative or regulatory investigation of an **Insured Person** once the **Insured Person** is identified in any writing by a **Regulator** as a target of an investigation that may lead to a criminal, civil, administrative, regulatory or enforcement proceeding (such writing includes a target or "Wells" letter, whether or not labeled as such, or the service of a subpoena (or the equivalent legal process in a **Foreign Jurisdiction**) upon the **Insured Person**);
  - (v) arrest and detainment or incarceration for more than twenty-four (24) hours of the **Insured Person** by any law enforcement authority;
  - (vi) arbitration, mediation or any other alternative dispute resolution proceeding involving a demand or proceeding against or an investigation of an **Insured Person**;
  - (vii) written request to toll or waive the applicable statute of limitations or contractual time-bar or to otherwise extend the period during which a potential or threatened **Claim** can be brought against an **Insured Person**;
  - (viii) request for **Extradition** of any **Insured Person** or the execution of a warrant for the arrest of any **Insured Person** where such execution is an element of **Extradition**;

for a **Wrongful Act**;

- (ix) any other matter not included here that is defined as a claim or equivalent in any **Underlying Policy**; or
- (x) any written notice to the **Insurer** by the **Company** or any **Insured Person** prior to the end of the **Policy Period** (or Extended Reporting Period, if applicable) describing circumstances that may reasonably be expected to give rise to a **Claim** as set forth in Clause 7 of this Policy.

**“Claim”** does not include a **Pre-Claim Inquiry**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF EXTRADITION**  
**(Remove 'Wrongful Act')**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4., Definition (f), **"Extradition"**, is deleted in its entirety and replaced with the following:

- (f) **"Extradition"** means any process by which an **Insured Person** located in any country is surrendered, or sought to be surrendered, to any other country for trial or otherwise to answer any accusation.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

---

**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF INSURED PERSON  
(Delete 'Employee')**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4, Definition (l), **"Insured Person(s)"**, is amended by:

- 1) Deleting subparagraph (vi) thereof in its entirety; and
- 2) Adding the following to the end thereof:

**"Insured Person(s)"** shall not follow the definition of "employee" set forth in the **Followed Policy** and such definition of the **Followed Policy** shall not be subject to Clause 3., FOLLOW FORM CLAUSE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

---

**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**AMEND DEFINITION OF LIBERTY PROTECTION COSTS**  
**(Add 'By Or On Behalf Of' Language)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4., Definition (m), **"Liberty Protection Costs"**, is deleted in its entirety and replaced with the following:

- (m) **"Liberty Protection Costs"** means:
- (i) reasonable fees, costs and expenses consented to in writing by the **Insurer** (such consent not to be unreasonably withheld or delayed) and incurred by, or on behalf of, an **Insured Person** in order to lawfully seek the release of such **Insured Person** from any arrest or confinement to a specified residence or a custodial premises, if such arrest or confinement is otherwise a **Claim** or **Pre-Claim Inquiry**; or
  - (ii) reasonable premiums (but not collateral) consented to in writing by the **Insurer** (such consent not to be unreasonably withheld or delayed) and incurred by an **Insured Person** for a bond or other financial instrument to guarantee the contingent obligation of such **Insured Person** for a specified amount required by a court during the **Policy Period**, if such obligation:
    - (a) arises out of a **Wrongful Act**; or
    - (b) is incurred by reason of such **Insured Person's** capacity or status as such.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**



Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF REPUTATION COSTS**  
**(Add 'By Or On Behalf Of' Language)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4., Definition (bb), "**Reputation Costs**", is deleted in its entirety and replaced with the following:

- (bb) "**Reputation Costs**" means the reasonable fees, costs and expenses charged by any firm that is listed in Appendix A of this Policy and incurred by, or on behalf of, an **Insured Person** to mitigate the adverse effects to such **Insured Person's** reputation as a result of a negative statement made about him or her by a **Regulator** relating to a **Claim** otherwise covered under this Policy, provided such fees, costs and expenses are not otherwise covered under the Policy

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND DEFINITION OF SUBSIDIARY  
(Add 'Foundation, Charitable Trust or PAC')**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 4., Definition (ee), **"Subsidiary"** is amended by adding the following:

**"Subsidiary"** also means any foundation, charitable trust, or political action committee, controlled or exclusively sponsored by the **Company**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

---

**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**AMEND LIMIT OF LIABILITY**  
**(Reinstated Limits Excess Except Independent Directors' Liability Policy)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 6., LIMIT OF LIABILITY, is amended by adding the following:

Notwithstanding anything to the contrary in this Policy, the First Reinstated Limit of Liability and the Second Reinstated Limit of Liability shall be excess of all other insurance policies specifically excess of this Policy except as respects any retired independent directors' liability coverage afforded under the **Followed Policy**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**AMEND NOTICE PROVISIONS**  
**(Remove General Counsel; Add Pre-Claim Inquiry;**  
**Add 'Available Particulars')**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 7., NOTICE PROVISIONS, Paragraphs A., C. and D. are deleted in their entirety and replaced with the following:

- A. The **Company** or an **Insured Person** shall give written notice to the **Insurer** of a **Claim** made against an **Insured Person** as soon as reasonably practicable after the risk manager (or individual with equivalent responsibilities) of the entity named in Item 1 of the Declarations receives written notice of the **Claim**. In no event shall such notice be provided later than ninety (90) days after the end of the Policy Period (or Extended Reporting Period, if applicable).
- C. If notice of a **Claim** or **Pre-Claim Inquiry** is provided to the **Insurer**, but is not provided in accordance with paragraph A. and B. above, the **Insurer** shall not be entitled to deny coverage for such **Claim** or **Pre-Claim Inquiry** based on such late notice unless the **Insurer** can establish that its interests were actually, substantially and materially prejudiced by reason of such noncompliance.
- D. If an **Insured Person** becomes aware of any circumstances reasonably expected to give rise to a **Claim** being made against, or **Pre-Claim Inquiry** being received by, an **Insured Person**, then the **Company** or an **Insured Person** has the option of giving written notice to the **Insurer** of the circumstances including the **Wrongful Act** allegations anticipated and the reasons for anticipating such a **Claim** or **Pre-Claim Inquiry**, with all available particulars as to dates, persons and entities involved. In the event such notice is given, any **Claim** or **Pre-Claim Inquiry** that is subsequently made against an **Insured Person** alleging, arising out of, based upon or attributable to such circumstances, shall be deemed to have been made at the time notice of such circumstances was given to the **Insurer**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

#### **AMEND PREAMBLE**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that the preamble to this Policy is deleted in its entirety and replaced with the following:

In consideration of the payment of the premium, <INSERT WRITING COMPANY> (hereinafter the **"Insurer"**), the **Company** and the **Insured Persons** agree as follows:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:

This endorsement, effective:

(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)

Forms a part of Policy No.:

Issued to:

By:

**AMEND SUBROGATION CLAUSE**  
**(Add 'Final, Non-Appealable Adjudication')**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 21., SUBROGATION, is deleted in its entirety and replaced with the following:

**21. SUBROGATION**

In addition to any right of subrogation existing at law, in equity or otherwise, it is agreed that in the event of any payment by the **Insurer** under this Policy the **Insurer** shall be subrogated to the extent of such payment to all of the **Company's** and the **Insured Person(s)**' rights of recovery, including but not limited to any of the **Insured Person(s)**' rights of recovery against the **Company** for indemnification and any of the **Company's** and the **Insured Person(s)**' rights of recovery against any **Underlying Insurer** that is the cause or subject of a **DIC Event**. The **Insurer** will not be subrogated to any potential or actual rights of recovery unless it is established by a final, non-appealable adjudication in the underlying **Claim** that such **Insured Person(s)** committed any intentionally deliberate fraudulent or deliberate criminal act or gained any remuneration or personal profit to which they were not legally entitled. The **Company** and the **Insured Person(s)** shall execute all papers required (including those documents necessary for the **Insurer** to bring suit or other form of proceeding in their name) and do everything that may be necessary to pursue and secure such rights. However, the **Insurer** shall not exercise its subrogation rights against any **Insured Person**.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

### **EMERGENCY COSTS EXTENSION**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 2., EXTENSIONS, is amended by adding the following:

#### **EMERGENCY COSTS**

The **Insurer** shall retrospectively consent to any **Pre-Claim Inquiry Costs** and **Reputation Costs** incurred by or on behalf of an **Insured Person** in the event that the **Insurer's** written consent cannot be obtained within a reasonable time prior to such costs being incurred. This Coverage Extension shall only apply to **Pre-Claim Inquiry Costs** and **Reputation Costs** incurred during the forty-eight (48) hour period commencing from the time any such costs are first incurred.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**EMERGENCY COSTS EXTENSION  
(With Sublimit of Liability)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 2., EXTENSIONS, is amended by adding the following:

**EMERGENCY COSTS**

The **Insurer** shall retrospectively consent to any **Pre-Claim Inquiry Costs** and **Reputation Costs** incurred by or on behalf of an **Insured Person** in the event that the **Insurer's** written consent cannot be obtained within a reasonable time prior to such costs being incurred. This Coverage Extension shall only apply to **Pre-Claim Inquiry Costs** and **Reputation Costs** incurred during the forty-eight (48) hour period commencing from the time any such costs are first incurred.

The above extension is subject to a Sublimit of Liability in the amount of <INSERT>. Such Sublimit of Liability: (a) is the **Insurer's** maximum liability under this Policy for all such costs; and (b) is part of, and not in addition to, the Limit of Liability set forth in Item 3. of the Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**



Endorsement No.:  
This endorsement, effective:  
(at 12:01 a.m. Local Time at the address as shown in Item 1 of the Declarations)  
Forms a part of Policy No.:  
Issued to:  
By:

**PENDING OR PRIOR LITIGATION EXCLUSION**  
**(Litigation or Proceedings involving Insured Persons; Multiple Dates)**

This endorsement modifies insurance provided under the SIDE 'A' DIRECTORS & OFFICERS EXCESS AND LEAD DIFFERENCE-IN-CONDITIONS ("DIC") INSURANCE POLICY

It is understood and agreed that Clause 5., EXCLUSIONS, is amended by adding the following Exclusion:

This Policy shall not cover any **Loss** in connection with that portion of any **Claim** made against an **Insured Person** alleging, arising out of, based upon, or attributable to, or in consequence of, any pending and/or prior civil or criminal litigation, or administrative or regulatory proceeding involving any **Insured Person**, as of the **Pending or Prior Dates** set forth below, and any matters arising out of such pending and/or prior litigation or proceeding or any fact, circumstance or situation underlying or alleged in such litigation or proceeding.

**Pending or Prior Dates:**     <DATE> as respects the first <\$AMOUNT> of the  
Limit of Liability set forth in Item 3. of the  
Declarations.

<DATE> as respects the <\$AMOUNT> of the  
Limit of Liability excess of the first <\$AMOUNT>  
of the Limit of Liability set forth in Item 3. of the  
Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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**AUTHORIZED REPRESENTATIVE**

<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Allied World Insurance Company
<b>TOI/Sub-TOI:</b>	17.0 Other Liability-Occ/Claims Made/17.0006 Directors & Officers Liability		
<b>Product Name:</b>	Executive Forcefield - Side 'A' Directors & Officers Excess And Lead Difference-In-Conditions ("DIC") Insurance Policy		
<b>Project Name/Number:</b>	Introduction of New Additional Endorsements (05/2018)/		

## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A to this line of insurance
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/09/2018

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/09/2018

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/09/2018

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	05/09/2018